

VENDOR CONTRACT

1. VENDOR PRICING

- 10 Meetings \$15,500
 15 Meetings \$18,500

Additional meetings above 15 are \$1,000 per meeting

Price includes

- Private suite for meetings (includes attached master bedroom).
- Pre-event communication with greenhouse buyers via secure Xtranet (3-4 weeks prior to on-site meetings).
- Detailed profiles of the greenhouses and their initiatives.
- One meal package for lead attendee.

Additional meal packages and rooms are the expense of vendor

Total \$ _____ Deposit \$ _____ Balance due \$ _____
(See #2 for payment terms)

2. PAYMENT SCHEDULE

50% Deposit due with contract execution for all contracts received prior to June 25, 2010.

Remaining balance due June 25, 2010.

CHECKS PAYABLE TO:

GreenhouseXchange

3. CONTACT INFORMATION

Firm Name _____

Name on Xtranet _____

Division Name _____

Firm Shipping Address _____

(No P.O. Box)

Firm Mailing Address _____

City, State, Zip _____

Contact _____

Telephone _____

FAX _____

e-Mail Address _____

Web URL _____

Accounts Payable Contact _____

e-Mail Invoice To _____

We agree to abide by all rules and regulations governing the event as printed on the reverse side hereof and which are a part of this contract. Acceptance of this application by the event producer constitutes a contract.

Signature _____

Title _____

Print Name _____

Date _____

RETURN TO:

GreenhouseXchange, LLC
14551 County Road 11, Suite 145
Burnsville, MN 55337
FAX: 952-736-9362

No Refunds. If payments are not made by the respective due dates, then in addition to all other rights GreenhouseXchange may have, we may elect to cancel the match(es) and attempt to reassign them. If we do so, all previously paid monies will be retained to apply against our losses and administrative costs and you will still be responsible for the balance of payments due under this Agreement. This will not be our sole remedy. Application for participation at GreenhouseXchangeSM indicates the applicant's willingness to abide by all accompanying terms and conditions set forth in the VENDOR's Manual. These terms and conditions are an integral part of this agreement which represents a binding commitment for you to participate at this Event and for us to provide this service. If you fail to abide by any provisions of this agreement, including the terms and conditions set forth in the VENDOR Manual, GreenhouseXchangeSM may retain all deposits previously paid, suspend your rights to participate, and seek additional damages for breach of this Agreement.

VENDOR PARTICIPANTS: Vendor agrees to bring a senior level executive with contractual authority to the Event. Additional meals, additional accommodations, catering, shipping, and ancillary activities, etc. are the responsibility of the Vendor.

GHX SERVICES: GreenhouseXchange ("GHX") agrees to arrange matches between Vendor and senior executives of companies ("Teams") with budgeted initiatives in the Vendor's solution area(s) and who have expressed an interest and willingness to meet with suppliers at GHX. The sole obligation of GHX with respect to making matches is to provide to Vendor a list of names and contact information for such Teams, access to GHX's Xtranet prior to the Event and assurance that the Teams will attend the meetings at GHX. It is Vendor's obligation to communicate with these Teams to discuss an agenda for each of the meetings at the Event. If there is any dispute as to whether a match was made, the match shall be considered to have been made when (i) either the senior executives of a company having an interest in Vendor's solution area(s) want to meet Vendor or the editor of Greenhouse Grower Magazine that a company attending the Event has this interest, and (ii) Vendor has been provided the contact information for the Team. There will be no changes made to schedules within 15 days of the Event.

If GHX fails to provide Vendor with the minimum number of matches set forth in Section 1 of the face of this Agreement, its sole obligation to Vendor shall be, at its option, to either (i) Pro rate your meeting package with the price per meeting (above the minimum of 10 meetings) determined by the date of this signed contract and the number of meetings you contracted. However the minimum participation fee regardless of the number of meetings of \$9,000 (which is to cover the fixed costs for any size meeting package) (ii) cancel Vendor's participation in the Event and return all amounts paid by Vendor to GHX as set forth in Section 1. GHX shall not be liable to Vendor for any lost profits, consequential or punitive damages.

VENDOR OBLIGATIONS Vendor acknowledges that once Vendor has agreed to participate in the Event, GHX and companies having an interest in Vendor's solution area(s) will be relying upon such participation in making arrangements with respect to the Event. Vendor therefore agrees to use its best efforts to follow through with all matches made by GHX and to communicate with such Teams, establish meeting agendas with such Teams, and attend the Event. If for any reason Vendor fails to do so, Vendor shall not be entitled to any refund of any amounts paid to GHX under this Agreement. Vendor further acknowledges that if Vendor fails to attend the Event, such failure will cause damage to GHX and to the Teams, if any, that have scheduled meetings with Vendor. Vendor acknowledges that such damages are not easily ascertainable, and Vendor agrees that if it cancels its participation or fails for any reason to attend the Event, then in addition to forfeiting all payments made under this Agreement, Vendor will be liable to GHX for payment of the balance of the amount set forth in Section 1 on the face of this Agreement, and shall pay such additional amount to GHX within 10 days following demand by GHX.

LICENSES/PERMITS Vendor shall be responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at GreenhouseXchange. Vendor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any government authority in connection with their activities at the Event.

SUITE ASSIGNMENT Suite assignments will be made by GHX in the order in which initial deposits are received

EVENT GUIDELINES Vendor shall not assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from GHX, which approval may be withheld for any reason.

GHX reserves the right to restrict the use of suites which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or to remove any materials which, in the opinion of GHX may detract from the general character of GHX as a whole, or consists of products or services inconsistent with the purpose of the Event. This reservation includes persons, things, conduct, printed matter, and anything of a character which GHX determines is objectionable. In the event of such restriction or removal, GHX shall not be liable for any refunds or other exhibit expenses.

INSURANCE Vendor shall obtain insurance for its property against damage and loss, and public liability insurance against injury to the person and property of others at its own expense. Vendor expressly releases GHX, MMW/VX LLC from any and all liability for any damage, injury or loss to any person or goods which may arise from Vendor's rental and occupation of space at the Event and agrees to hold and save MMW/VX LLC and GHX harmless of and from any loss or damage by reason thereof.

VENUE/JURISDICTION/ATTORNEYS FEES This Agreement was entered into in Burnsville, Minnesota, and shall be governed by the laws of the State of Minnesota. Any litigation concerning this Agreement or related to Vendor's participation in the Event, shall be exclusively venued in the state courts of Minnesota, located in Dakota County, Minnesota, or in the federal courts of Minnesota, located in Hennepin County, Minnesota, and Vendor agrees to submit to the jurisdiction of such courts. If GHX retains counsel to enforce any obligations of Vendor under this Agreement, Vendor shall be responsible for reimbursing GHX for the attorneys fees GHX incurs.

OTHER VENDOR REQUIREMENTS Cost of attendance by Vendor and its personnel and all ancillary requirements of Vendor is the responsibility of Vendor. Special needs must be arranged through the Resort. A complete Vendor's Manual will be sent approximately six (6) weeks prior to the Event to all Vendors having accounts paid in full.

ARRIVAL: October 24, 2010 4:00 PM
DEPARTURE: October 27, 2010

ADDITIONAL INFORMATION
Event Info Line (952) 224-8540
FAX (952) 736-9362